

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of

**THE TENNIS CHANNEL, INC.**

v.

**COMCAST CABLE COMMUNICATIONS, LLC**

)  
)  
)  
)  
)  
)  
)

MB Docket No. 10-204  
File No. CSR-8258-P

**DOCUMENT REQUESTS  
OF THE TENNIS CHANNEL, INC.**

Pursuant to the Presiding Judge's Order, FCC 10M-22, MB Docket No. 10-204 (Dec. 9, 2010), Complainant The Tennis Channel, Inc. hereby requests that Defendant Comcast Cable Communications, LLC provide a written response and produce the documents described in Schedule A, attached, in accordance with the Definitions and Instructions contained in Schedule B, attached. The written response shall be delivered and the responsive documents produced at the offices of Covington & Burling LLP, 1201 Pennsylvania Avenue, N.W., Washington, D.C. 20004, on a rolling basis beginning no later than December 29, 2010, with all documents to be produced before January 29, 2011.



Stephen A. Weiswasser

Paul W. Schmidt

Robert M. Sherman

Leah E. Pogoriler

Covington & Burling LLP

1201 Pennsylvania Avenue, N.W.

Washington, D.C. 20004-2401

*Counsel to The Tennis Channel, Inc.*

December 17, 2010

TO:

Michael P. Carroll  
David B. Toscano  
Edward N. Moss  
Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017

James L. Casserly  
David P. Murray  
Michael Hurwitz  
Willkie Farr & Gallagher LLP  
1875 K Street, NW  
Washington, D.C. 20006-1238

David H. Solomon  
J. Wade Lindsay  
Wilkinson Barker Knauer, LLP  
2300 N Street, NW, Suite 700  
Washington, D.C. 20037

*Counsel to Comcast Cable Communications, LLC*

**Schedule A**  
**DOCUMENT REQUESTS**

1. Documents sufficient to show, for Tennis Channel and each Affiliated Network, the average annual number and percentage of subscribers to each of Comcast and any other Distributor actually receiving the network.
2. All documents concerning carriage of Tennis Channel on any Comcast system that carries or during the relevant period carried Tennis Channel on a basis other than exclusively on the Sports and Entertainment Package and documents sufficient to show, for each such system, its average annual number and percentage of subscribers actually receiving Tennis Channel and whether each such system offers a Sports and Entertainment Package. This request includes documents sufficient to identify the systems referenced in paragraphs 8 and 16 of the Declaration of Madison Bond.
3. All agreements concerning your carriage of any “networks that have succeeded in obtaining broader distribution on a system-by-system basis” referenced in paragraph 17 of the Declaration of Jen Gaiski and any Unaffiliated Sports Network that you carry on any basis other than exclusively in your Sports and Entertainment Package, documents sufficient to show the systems carrying each such network and the average annual number and percentage of Comcast subscribers actually receiving the network on each such system, and all documents reflecting Comcast’s analysis regarding such carriage.
4. All documents reflecting or constituting discussions or analysis regarding carriage of or acquisition of a financial interest in Tennis Channel or any Affiliated Network, including carriage of any such network in a particular tier or package or at a particular level of penetration and the effects or possible effects of any such carriage. This request includes documents concerning the alleged “benefits” described in paragraphs 115 and 118 of Comcast’s Answer.
5. All documents concerning the similarities, differences, or competition among (a) Tennis Channel and one or more other program services; or (b) any Affiliated Network and one or more other program services.
6. All documents concerning inquiries to or from any Comcast system, regional, or corporate personnel concerning carriage of Tennis Channel or any of the Affiliated Networks, including documents that address carriage of any such network in any particular tier or package. This request includes all documents related to the Channel Change Requests and other communications referenced in paragraph 9 of the Declaration of Jen Gaiski and in paragraphs 15 and 16 of the Declaration of Madison Bond.
7. Documents sufficient to show, for each year since January 1, 2005, the total advertising revenues of each Affiliated Network, the one hundred (100) advertisers from which each Affiliated Network received the highest amount of revenues, and the amount of revenues received from each such advertiser by each Affiliated Network. This request includes all documents, including written responses, submitted in response to FCC Request 92.

8. All documents concerning tennis programming that any Affiliated Network carried or sought to carry.

9. All documents reflecting communications with any Distributor referring to carriage of any Affiliated Network and carriage of any other network.

10. All agreements concerning distribution of any Affiliated Network or any programming of any Affiliated Network by any Distributor, including by Internet or other non-cable distribution methods. This request includes agreements reflecting the “significant incentives” referenced in paragraph 53 of Comcast’s Answer that Comcast alleges “VERSUS and Golf Channel offered . . . to Comcast and other MVPDs” and agreements provided to a government agency or official in response to FCC Requests 67 and 69.

11. All documents reflecting reasons that any Distributor declined to distribute any Affiliated Network at the level of distribution requested or desired by Comcast or the Affiliated Network.

12. All documents concerning sports programming or program services produced in the twenty-four (24) months preceding your response to this request in response to a government request, including non-public versions of Comcast’s responses to the following FCC Requests: 6, 45, 46, 53, 84, 85, and 88.



**Schedule B**  
**DEFINITIONS AND INSTRUCTIONS<sup>1</sup>**

1. "Affiliated Networks" means Versus, the Golf Channel, the MLB Network, NBA TV, the NHL Network, the U.S. Olympic Channel, Comcast Sports Southwest, Comcast SportsNet California, Comcast SportsNet Mid-Atlantic, Comcast SportsNet New England, Comcast SportsNet Northwest, Comcast SportsNet Philadelphia, Cable Sports Southeast, Comcast SportsNet Bay Area, The Mtn., Comcast SportsNet Chicago, SportsNet New York, their predecessors (including the "Outdoor Life Network") and successors, any affiliated, related, or co-branded program services (including video-on-demand and other linear and non-linear program services), and any other program services in which Comcast holds a financial interest that broadcast programming relating to sporting events.
2. "Agreement" means any contract, partnership agreement, joint venture agreement, cooperation agreement, letter agreement, memorandum of understanding, term sheet, or other contractual arrangement or non-contractual understanding, whether formal or informal and whether bilateral or multilateral.
3. "Analysis" means any study, evaluation, examination, investigation, assessment, presentation, discussion, appraisal, estimation, consideration, opinion, plan, proposal, or prediction, whether formal or informal and whether shared with anyone other than the author or not.
4. "Comcast," "You," and "Your" mean Comcast Corp., Comcast Cable Communications, LLC, the entities that operate the Affiliated Networks, and all of their present or former partners, directors, officers, employees, agents, attorneys, servants, parents, subsidiaries, affiliates and any other person or entity acting on their behalf or for their benefit.
5. "Concerning" means referring to, relating to, regarding, constituting, describing, discussing, analyzing, or evidencing.
6. "Distributor" means any entity that distributes, distributed, or plans to distribute video programming to consumers, including MVPDs.
7. "Document" means anything that contains information and which is in Your possession, custody or control. For purposes of these requests, the term "Document" has the broadest meaning permissible and includes emails, papers (whether handwritten or typed), memoranda, correspondence, notes, calendar entries, diaries, photographs, presentations, reports, receipts, invoices, ledger entries, microfilm, microfiche, and computer printouts, cards, tape recordings, disks, and other sources of electronically or magnetically

---

<sup>1</sup> The definitions apply regardless of whether the defined term is capitalized in a request.

maintained information. A draft or non-identical copy is a separate document within the meaning of this term.

8. "FCC Request" means a request included in the May 21, 2010 "Information and Discovery Request for Comcast Corporation" or the October 4, 2010 "Second Information and Document Request for Comcast Corporation" sent by the Chief of the Media Bureau of the Federal Communications Commission to your counsel in connection with MB Docket No. 10-56.
9. "Tennis Channel" means the program service known as Tennis Channel that you carry on your cable systems pursuant to the 2005 affiliation agreement between you and The Tennis Channel, Inc., any non-linear content (including video on demand content) associated with that program service, and any content that is, was, or was at any time contemplated to be included in that program service's schedule.
10. "MVPD" has the meaning described to the term "multichannel video programming distributor" in 47 U.S.C. § 522(13). For the avoidance of doubt, all Comcast entities that qualify as MVPDs under 47 U.S.C. § 522(13) are included.
11. "Person" means any natural person, including (a) an employee or former employee, (b) any business entity including corporations, partnerships, proprietorships, groups, associations, or organizations, (c) any governmental entity and any department, agency, bureau, or other subdivision thereof, and (d) any agent or former agent of any of the foregoing.
12. "Sports and Entertainment Package" means the collection of linear programming channels that you market to consumers under the name "Sports and Entertainment Package" or under any other term that a reasonable consumer would understand to identify a collection of channels that predominantly offer programming relating to athletics and sporting events.
13. "Unaffiliated Sports Network" means any program service in which Comcast does not hold a financial interest and that provides substantial programming relating to sporting events.
14. The "Relevant Period" for the purpose of these requests is, for each network carried by Comcast, the period commencing twenty-four (24) months prior to the first date on which any Comcast system carried the programming of such network and continuing through the date of your response. For networks not carried by Comcast or for requests that do not concern any network, the "Relevant Period" is the period commencing on January 1, 2008 and continuing through the date of your response. Unless otherwise specifically set forth herein, this document request calls for the production of all documents in your possession, custody, or control that were authored, compiled, generated, possessed, prepared, read, received, recorded, referred to, reviewed, sent to or by, transmitted, utilized, or written by or on behalf of you, during the Relevant Period.
15. The terms "and" and "or" shall be construed both disjunctively and conjunctively as necessary to bring within the scope of the discovery request all responses that might



otherwise be construed to be outside of its scope. The use of the singular form of any word includes the plural and vice versa.

16. "Includes" or "including" shall be construed as "includes, without limitation" or "including, without limitation," so that each request shall be construed broadly, rather than narrowly, to bring within the scope of each request all responses that might otherwise be construed to be outside its scope.
17. In producing documents, all documents that are physically attached to each other shall be produced in that form. Documents that are segregated or separated from other documents, whether by inclusion in binders, files or sub-files, or by the use of dividers, tabs or any other method, shall be produced in that form. Documents shall be produced in the order in which they were maintained.
18. This is a continuing request. You are requested to promptly produce all responsive documents discovered, created, or that come into your possession at any time before the conclusion of this proceeding, regardless of whether the documents were included in your initial production and regardless of whether the documents were discovered or created or came into your possession outside of the Relevant Period.
19. If any document or any portion thereof responsive to any document request is withheld from production, including on the grounds of attorney-client privilege or the work-product doctrine, state: (a) the nature of the privilege or other basis for withholding the document, including information sufficient to evaluate the claim; (b) the type of document; (c) the general subject matter of the document; (d) the date of the document; and (e) such other information sufficient to identify the document, including, as appropriate, (i) the author of the document; (ii) the addressee(s) of the document and any other recipient(s) shown in the document; and (iii) when not apparent, the relationship of the author, addressee(s), and recipient(s) to each other. You shall supply this information at the same time you produce the documents responsive to these requests, or within a reasonable time thereafter.
20. If a document contains both privileged and non-privileged material, you shall disclose the non-privileged material to the fullest extent possible without thereby disclosing the privileged material. If a privilege is asserted with regard to part of the material contained in a document, you shall clearly indicate the portions for which the privilege is claimed.
21. If any document or any portion thereof responsive to any document request has been discarded, destroyed or redacted in whole or in part, state: (a) the date of the discard, destruction or redaction; (b) the reason for the discard, destruction or redaction; (c) the person who discarded, destroyed or redacted the document; and (d) if discarded or completely destroyed, the files where the document was maintained prior to its destruction.
22. If you object to any request below or any part thereof, you shall, no later than December 29, 2010, identify the request or part thereof to which you object, state with specificity all

grounds for the objection, and respond to any portion of the request to which you do not object.

23. If you object to any request below on the grounds that the request is ambiguous, overly broad, or unduly burdensome, you shall produce documents responsive to that request as narrowed to the least extent necessary, in your judgment, to render that request not ambiguous, overly broad, or unduly burdensome, and you shall, no later than December 29, 2010, state specifically in writing the extent to which you have narrowed that request for purposes of your response.



## CERTIFICATE OF SERVICE

I, Robert M. Sherman, hereby certify that on this seventeenth day of December, 2010, I caused a true and correct copy of the foregoing Document Requests of The Tennis Channel, Inc. to be served by first class mail, postage prepaid, upon:

Michael P. Carroll  
David B. Toscano  
Edward N. Moss  
Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017

James L. Casserly  
David P. Murray  
Michael Hurwitz  
Willkie Farr & Gallagher LLP  
1875 K Street, NW  
Washington, D.C. 20006-1238

David H. Solomon  
J. Wade Lindsay  
Wilkinson Barker Knauer, LLP  
2300 N Street, NW, Suite 700  
Washington, D.C. 20037

*Counsel to Comcast Cable Communications, LLC*

Gary Oshinsky  
Investigations and Hearings Division, Enforcement Bureau  
Federal Communications Commission  
445 12th Street, S.W., Suite 4-C330  
Washington, D.C. 20554

William Knowles-Kellett  
Investigations and Hearings Division, Enforcement Bureau  
Federal Communications Commission  
1270 Fairfield Road  
Gettysburg, PA 17325

  
Robert M. Sherman